

**MEMORANDUM
OF
UNDERSTANDING**

Between

**IN-HOME SUPPORTIVE SERVICES
(IHSS) PUBLIC AUTHORITY
FOR SAN LUIS OBISPO COUNTY**

and the

**UNITED DOMESTIC WORKERS OF AMERICA,
AFSCME Local 3930, AFL-CIO**

July 1, 2009 – June 30, 2011

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given the Consumer's address as that of the Provider. Under such circumstances, the Union representative may, having received permission from both the Consumer and the Provider, either (1) to make an appointment for a meeting at another location and/or time; or (2) to continue with the meeting. The time spent in any such meeting shall not be counted as work time for the Provider.

ARTICLE 6: WAGES

SECTION 1. SALARIES

Effective March 1, 2008, the salary schedule is \$10.00 per hour.

The Public Authority will exercise due diligence in its efforts to provide all necessary documentation to the State.

SECTION 2. WAGE AND BENEFITS CONTINGENCY

- A. If, during the term of this Agreement through June 30, 2011, either State or Federal participation levels are increased or, either the State or Federal sharing formula is modified in any manner that would result in a reduced cost to the San Luis Obispo County Public Authority to maintain the wage levels described in this MOU or would provide additional funds at no additional cost to the County beyond the wage and benefits costs provided in this MOU that could be used for program enhancements, the parties shall re-open negotiations regarding the issue of wages.
- B. If, during the term of this Agreement either State or Federal participation levels are reduced, State realignment funds are reduced, the State caps their funding participation in a Provider wage lower than wages paid under this agreement, or, either the State or Federal sharing formula is modified in any manner that would result in an increased cost to the County to maintain the wage and/or benefit level described in this Agreement, the affected benefit and/or wages, will be reduced by an amount necessary to keep the total costs to the County the same as such supported by the new Federal and/or State share or funding participation cap.
- C. The Public Authority shall provide to the Union a written description of any adjustments to be made pursuant to this section at least thirty (30) days prior to the effective date of such adjustments.

Upon receipt of a written request from the Union to do so, the Public Authority will meet and confer regarding the impact of the above-described loss of funding or funding participation wage cap. In no case will the County be required to increase its contribution toward the affected benefit and/or wages, as applicable.

ARTICLE 7: HEALTH BENEFITS

SECTION 1. PLAN DESCRIPTION

The Public Authority and the Union acknowledge their mutual interest in offering quality, affordable health care coverage for eligible Independent Providers. The Public Authority shall provide Symetra Health, Vision and Dental Insurance to eligible Independent Providers.

During the term of this Agreement either party may recommend a change in the health care provider. The party making the recommendation shall notify the other party of its intent to change the health care provider. Thereafter, the parties shall begin the meet and confer process no later than thirty (30) days from the date of notification of intent to change health care provider. The health care provider shall be changed only upon mutual agreement of the parties. Such agreement shall be reduced to writing as required under Article 13 Section 1 of this Agreement.

SECTION 2. IMPLEMENTATION AND ENROLLMENT

- A. A health, dental and vision plan will be offered for all eligible Independent Providers (IPs) who qualify. Participation will be limited based on total funds available. Independent Providers who become eligible to participate in the plan by meeting eligibility requirements described in Section 4 shall be permitted to enroll in the plan.
- B. Effective the first pay period that is administratively feasible after ratification and approval of this Agreement, the Authority will contribute .60 cents per paid hour toward the cost of health coverage subject to the same financial conditions set forth in Article 6 and the remaining terms and conditions of this Agreement.

SECTION 3. ENROLLMENT

To determine the number of Independent Providers which could be enrolled in these health benefits, a calculation is performed by multiplying the number of total hours paid per month by the amount per paid hour designated in Section 2 of this Article divided by the monthly premium rate.

The Employer of Record will forward the full amount of the insurance premiums for enrolled eligible Providers to the health insurance provider each month of this Agreement. The number of Providers eligible for the plan may decrease in the future as premiums increase or paid Providers hours change.

SECTION 4. PROVIDER ELIGIBILITY

Providers are eligible to enroll in the health, dental and vision plan according to the following criteria:

- A. Health benefits shall first be offered to Providers authorized and paid for at least eighty (80) hours a month for two (2) out of three (3) consecutive months. Providers eligible for

health insurance as of June 30, 2006 will not be adversely affected by the implementation of the "authorized and paid" hours requirement.

Determination of Provider eligibility for benefits will be continuous, beginning with the first month the Provider works. When the Provider meets the requirements of working eighty (80) paid hours for two (2) of three (3) consecutive months, his/her name will appear in CMIPS (statewide IHSS data base) on the "Newly Eligible for Benefits" list. The Provider's benefits will begin on the first day of the month following receipt by the Public Authority of the Provider's application to receive benefits.

- B. In the event the total enrollment cap as determined under Section 3.A. of this Article is not reached, the Union and the Employer of Record will meet and confer to determine a lower hourly threshold for eligibility for benefits, which will be offered to Providers who meet the new hourly threshold.
- C. Should the hourly threshold requirement be lowered, applications will be mailed to Providers who meet the new threshold monthly hours.
- D. If the maximum number of enrollments has been reached and new valid applications are received, a waiting list shall be established. As health enrollment slots become available, wait listed Providers that maintain the eighty (80) hours/month eligibility criteria while on the wait list shall be immediately enrolled in the health plan in the order that their properly completed applications were received. All applications will be date stamped on the day they are received.
- E. Any Provider who is paid less than eighty (80) hours (or if a lower threshold of hours is established) for two (2) out of three (3) consecutive months will become ineligible for coverage. The Provider's name will appear on CMIPS list indicating Provider is no longer eligible to receive benefits. The Provider's benefits will end on the last calendar day of the month in which Provider's name appears on the CMIPS ineligible list. Such Providers shall be required to reestablish eligibility by working and being paid for eighty (80) or more authorized hours for two (2) out of three (3) consecutive months in order for benefits to be reinstated or to be returned to the waiting list.
- F. Providers who are removed from coverage because of their failure to work the minimum numbers of hours for two (2) out of three (3) consecutive months as described above will be permitted to pay their own coverage under COBRA rules.

SECTION 5. BENEFIT IMPROVEMENTS DURING THE MOU VIA A RELIEF FUND

During the term of this Memorandum of Understanding, the health insurance provider, depending on the claims experience of the group, may choose to improve the benefits under the plan. If this action is cost neutral to the County, the Employer of Record, is authorized to sign the resulting agreement and any amendments to effect such improvements.

SECTION 6: PROVIDER CO-PAYMENT

Providers eligible for and enrolled in the health, dental and vision plan as described in this Section will pay a co-payment of ten dollars (\$10) per month to the Public Authority. Co-payments will be deducted from Provider wages by the State CMPS System and transmitted to UDWA. UDWA will transmit the co-payments to the Authority within thirty (30) days of receipt of payments from the State.

Upon implementation of CMPS II, co-payments will be deducted from Provider wages by the State through CMPS II and transmitted directly to the Public Authority.

SECTION 7: REOPENER TO NEGOTIATE A UNION TRUST FOR THE PROVISION OF HEALTH BENEFITS

In the event that the Public Authority deems it desirable for the benefit of the Providers and the Public Authority to have a Union Trust for the provision of Provider Health Benefits, the Public Authority will give 30 days written notification to the Union to reopen negotiations for this benefit.

ARTICLE 8: GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as an allegation by a Provider, a group of Providers or the Union representing a named grievant or grievants, that the Provider(s) has been adversely affected by a violation of a specific provision of this Agreement. Matters for which a specific method of review is provided by law (e.g., unlawful discrimination complaints) are not within the scope of this procedure.

B. General Provisions

1. This procedure shall be applied in resolving grievances filed by Providers covered by this Agreement during the term of this Agreement.
2. Participation in the grievance procedure in any capacity shall be solely on the Provider's own time, and shall not be treated as within any IHSS Consumer's allocated service hours, or as paid time.

3. A grievance shall be void unless filed in writing within thirty (30) calendar days from the date upon which the Public Authority is alleged to have violated the Agreement, or within (30) calendar days from the time the Provider received information indicating the alleged violation, whichever is later.
4. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. Grievant's failure to comply with the timelines shall result in the withdrawal of the grievance. Time limits may, however, be extended by mutual agreement.
5. Nothing contained herein shall be construed as limiting the right of any Provider to process a grievance or have the grievance adjusted without the intervention by the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. The Union will be notified of the decision and given an opportunity to state its position regarding the adjustment of the grievance.
6. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
7. The grievant may terminate the grievance at any time by giving written notice to the Public Authority. Failure to comply with the time limits, to attend scheduled meetings to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of grievance by the Provider.
8. The grievant has the right to have a representative present at any step of the grievance procedure.

C. Grievance Procedure Steps

All grievances shall be processed in the following manner:

1. Informal: Prior to filing a grievance in writing the Provider and a representative of the Public Authority will attempt to resolve the problem informally.
2. Formal: All grievances must be set forth in writing on a grievance form supplied by the Public Authority citing the alleged violation of the Agreement, and identifying the specific article and section of the Agreement that the Public Authority is alleged to have violated and shall specify the remedy sought.

STEP ONE: Coordinator

If the grievance is not settled informally between the Provider/grievant and the representative of the Public Authority, it shall be reduced to writing on the form in Appendix A of this agreement and submitted to the Coordinator of the Public Authority or his/her designee.

The Coordinator or designee shall respond in writing to the grievance within ten (10) calendar days from receipt of the written grievance.

STEP TWO: Panel

If the grievance is not settled at Step One, the grievant may submit a written request to move the grievance to Step Two, within ten (10) calendar days of receipt of the decision at Step One, to the County of San Luis Obispo Director of Adult Services.

A panel composed of the County of San Luis Obispo Director of Adult Services or designee and a member of the Advisory Committee shall respond in writing to the grievance within fifteen (15) calendar days from receipt of the Step Two request.

STEP THREE: Mediation

If the grievance is not settled at Step Two, the grievant may submit a written request to move the grievance to Step Three, within ten (10) calendar days of receipt of the decision at Step Two. At Step Three, the parties shall utilize confidential mediation to attempt to resolve the dispute at issue. The parties shall request an impartial mediator from the State Mediation and Conciliation Service to meet with the parties to attempt to resolve the grievance within twenty (20) calendar days after completion of Step Two at a time mutually agreed to by the parties. The mediator shall attempt to facilitate an agreement between the parties, but shall not issue a decision or recommendation regarding this dispute.

ARTICLE 9: REGISTRY

- A. It is recognized that one of the primary mandates of the Public Authority is assuring a registry service to facilitate the referral of Providers to Consumers. The Union respects the unique role of the IHSS Public Authority Registry.
- B. The Public Authority retains the exclusive right to list, refer, suspend, or remove an individual Provider from the Registry.

If the Public Authority decides to suspend or remove an individual from the registry the Provider will receive written notice of the action. The Provider may file written appeal of the suspension or removal from the registry with the Coordinator within ten (10) calendar days after receipt of this notice.

The Coordinator, upon request, will meet with the individual and his/her representatives to consider the appeal. The Coordinator will issue a written decision within fifteen (15) calendar days of the submission of the appeal or the meeting, whichever is later. A copy of the Coordinator's decision will be sent to the individual.

The Coordinator's decision is not subject to the grievance procedure contained in this MOU, but may be appealed in writing to a panel composed of the County of San Luis Obispo Adult Services Division Manager a designee and a member of the Advisory Committee.

ARTICLE 10: LABOR-MANAGEMENT RELATIONS COMMITTEE

SECTION 1.

The Public Authority and the Union shall establish a Labor-Management Relations Committee. The role of the committee will be to consider matters affecting the relations between the parties. The committee will be advisory in nature. The committee will have no authority to delete from, add to or modify this MOU. Committee meetings will not serve as a substitute for nor will they satisfy the parties' obligation to meet and confer in good faith regarding matters within the scope of bargaining.

- A. Each party shall select their own participants for the committee. However, either party may request the removal of a participant from the other group if that participant becomes too disruptive to the work of the committee until such time as they can participate in a constructive manner.
- B. The committee shall be composed of up to three (3) Union representatives (two Providers and one UDWA staff representative) and up to three (3) Public Authority representatives, or their designees.
- C. The committee will be co-chaired by one of the Union representatives and one of the Public Authority representatives.
- D. The committee may meet as frequently as agreed to by the parties, but shall convene no less than quarterly.
- E. Minutes will be prepared by the Public Authority and the Union, with alternating responsibility, within (30) days of each meeting. Minutes are to be reviewed and approved by all members of the Committee.
- F. The Public Authority and the Union will address each recommended item within a reasonable amount of time or as agreed by the parties.

Provider Committee members serve on a voluntary basis and will receive no remuneration from the Public Authority for their participation.

ARTICLE 11: TRAINING AND DEVELOPMENT

SECTION 1: TRAINING

The Public Authority will meet all applicable State requirements regarding providing training to IHSS Providers.

SECTION 2: CARDIO-PULMONARY RESUSCITATION (CPR) CERTIFICATION

The Public Authority agrees to reimburse Independent Providers for fees paid for annual CPR certification at a maximum amount of \$4000 per year for all Providers. Any additional cost will be bore by the Provider.

ARTICLE 12: HEALTH AND SAFETY

SECTION 1: PROTECTIVE EQUIPMENT AND SUPPLIES

The Public Authority will purchase protective supplies, which may include exam gloves, disinfectant wipes, masks and hand sanitizer, in an amount not to exceed \$4000 per calendar year to be used on behalf of clients. These supplies will be available at the Public Authority Office. If at some point in the future, Medi-Cal/Medicare begins to cover the costs of these items, the parties shall meet to discuss how best to take advantage of this opportunity.

SECTION 2: OTHER HEALTH AND SAFETY ISSUES

Other health and safety issues may be referred to the Labor-Management Committee, including but not limited to the adequacy of protective equipment and supplies and their distribution.

ARTICLE 13: GENERAL PROVISIONS

SECTION 1. MODIFICATION

No provision or terms of this agreement may be amended, modified, altered or waived except by written agreement between the parties hereto.

SECTION 2. WAIVER

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent regarding the enforcement of the terms and conditions of this Agreement.

SECTION 3. SAVING CLAUSE

If any part or provision of this Memorandum of Understanding is in conflict with applicable provisions of Federal or State laws, or is otherwise held to be invalid or unenforceable by any tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws and the remainder of the Memorandum of Understanding shall not be affected thereby.

SECTION 4. NO STRIKE PROVISION

- A. It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the Public Authority by the Union or by its officers, agents, or unit members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. In the event of a violation of this Agreement, the Union agrees to take all necessary steps to cause those persons violating this provision to cease such action. Such steps shall include, but not limited to, contacting the offending persons, notifying them that they are in violation of the Agreement, and that their actions are not supported by the Union.
- C. Union members who violated this provision shall be subject to removal from the Registry by the Public Authority without recourse to any appeals procedure except as to the question of whether the Provider participated in the prohibited activity.
- D. This Article shall remain in effect until Agreement is reached between the parties on a successor contract or the parties in good faith exhaust the statutory impasse procedures, as provided under the M.M.B.A., whichever occurs first.

SECTION 5. NON -DISCRIMINATION

Neither the Public Authority nor the Union shall unlawfully discriminate against qualified applicants or Providers with regard to race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, physical or mental disability, medical condition, union activity, or any other reason considered unlawful by federal, state, or local law.

SECTION 6. CONCLUSIVENESS OF AGREEMENT

This Agreement concludes all collective bargaining between the parties and constitutes the sole and entire agreement between the parties and supersedes any prior agreements or understandings, oral or written, or practices by the Public Authority with regard to this bargaining unit.

SECTION 7. TERM OF AGREEMENT

This Agreement shall be in full force and effect through June 30, 2011.

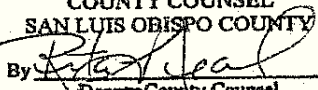
SIGNATURE PAGE

a, Chair of Governing Board
For the IHSS Public Authority

Doug Moore, Executive Director
For the United Domestic Workers of
America, AFSCME Local 3930,
AFL-CIO

APPROVED AS TO FORM
AND LEGAL EFFECT

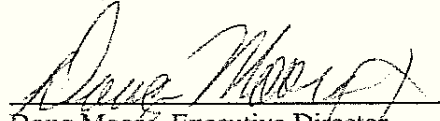
WARREN R. JENSEN
COUNTY COUNSEL
SAN LUIS OBISPO COUNTY

By 
Deputy County Counsel
Assistant

Date 12/17/09

SIGNATURE PAGE

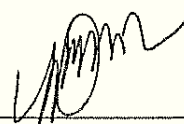
1, Chair of Governing Board
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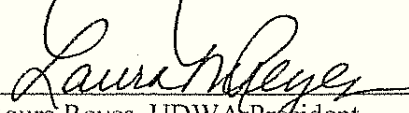
Lee Collins, Director of Dept. Social Services



Yvonne Olivares-Maldonado,
Chief Negotiator



Kelly Tuffo, Chief Negotiator



Laura Reyes, UDWA President

APPENDIX "A"

GRIEVANCE FORM

GRIEVANCE NO. _____ **(Public Authority Use Only)**

DATE RECEIVED: _____

NAME AND ADDRESS OF GRIEVANT:

STATEMENT OF GRIEVANCE: _____

**CONTRACT PROVISION
VIOLATED:** _____

PROPOSED SOLUTION TO RESOLVE GRIEVANCE:

SIGNATURE OF GRIEVANT:

DATE:

SIGNATURE OF REPRESENTATIVE:

DATE:

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